

DOCKET NO.: MSFT-1969/303316.01

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**In Re Application of:**

**Paul J. Lucas, et al.**

**Serial No.: 09/645,014**

**Filing Date: 8/23/00**

**For: Remote Software Installation and Maintenance**

**Confirmation No.: 1899**

**Group Art Unit: 2124**

**Examiner: John Q. Chavis**

#7  
J. Chavis  
4-8-03

VIA HAND-DELIVERY

Box DSD  
Commissioner for Patents and Trademarks  
Washington, DC 20231

**RECEIVED**

APR 01 2003

Technology Center 2100

**POWER OF ATTORNEY WITH REVOCATION**

Revoking any and all powers of attorney heretofore given in the matter of the above-entitled application, the undersigned, assignee of the entire interest in the above-identified application, hereby appoints **Steven J. Rocci**, Registration No. **30,489**, of Philadelphia, Pennsylvania, as attorney, with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith.

**Send all future correspondence and address all telephone calls to:**

Steven J. Rocci  
WOODCOCK WASHBURN LLP  
One Liberty Place - 46th Floor  
Philadelphia, PA 19103  
Telephone: (215)568-3100

In addition, the assignee also appoints the following attorneys listed below of **MICROSOFT CORPORATION, One Microsoft Way, Redmond, Washington 98052** with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith.


**Daniel D. Crouse**

**Registration No. 32,022**



A Statement under 37 CFR § 3.73(b) and copies of relevant documents accompany this Revocation of Power of Attorney.

Respectfully submitted,

  
(Signature)

Date: March 18, 2003

Name: Daniel D. Crouse  
Title: Assistant Secretary  
Microsoft Corporation

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Commissioner of Patents and Trademarks  
Washington DC 20231

STATEMENT UNDER 37 CFR § 3.73(b)

Microsoft Corporation, a corporation of the State of Washington, states that it is:

☒ the assignee of the entire right, title, and interest; or

☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above.

☐ 1. The assignment was recorded in the Patent and Trademark Office at Reel, Frame(s)

☐ 2. The assignment has not yet been recorded. A copy of the assignment is attached.

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

i. From: **Paul J. Lucas; Chris J. Hillery; Wesley N.T. Pope** To: **Liquid Audio, Inc.** The document was recorded in the Patent and Trademark Office at **Reel 011382, Frame(s) 0802.**

ii. From: To: The document was recorded in the Patent and Trademark Office at Reel , Frame(s) , or for which a copy thereof is attached.

iii. From: **Liquid Audio, Inc.** To: **Microsoft Corporation** for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.
- ☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

Date: March 18, 2003

  
Signature

Name: Daniel D. Crouse  
Title: Assistant Secretary  
Microsoft Corporation

Woodcock Washburn LLP  
One Liberty Place - 46th Floor  
Philadelphia, PA 19103  
Telephone: (215) 568-3100  
Facsimile: (215) 568-3439

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we, Paul J. Lucas of Mountain View, California, Chris J. Hillery of Vacaville, California, and Wesley N. T. Pope of San Francisco, California hereby sell, assign, and transfer to Liquid Audio, Inc., a California corporation, having a place of business at 2221 Broadway, Redwood City, California 94063, its successors and assigns, the entire right, title, and interest through the world in our invention in:

REMOTE SOFTWARE INSTALLATION AND MAINTENANCE

for which we have made a United States Utility Patent Application, Serial Number 09/645,014, filed on August 23, 2000 and all patent applications and patents of every country for said invention, including divisions, reissues, continuations, and extensions thereof, and all rights of priority resulting from the filing of said applications; we authorize the above-named assignee to apply for patents of foreign countries for said invention, and to claim all rights of priority without further authorization from us; we agree to execute all papers useful in connection with said United States and foreign applications, and generally to do everything possible to aid said assignee, their successors, assigns, and nominees, at their request and expense, in obtaining and enforcing patents for said invention in all countries; and we request the Commissioner for Patents and Trademarks to issue all patents granted for said invention to the above-named assignee, its successors, and assigns.

Executed this 2 day of December, 2000.  
day month year

Paul J. Lucas  
Paul J. Lucas

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
day month year

\_\_\_\_\_  
Chris J. Hillery

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
day month year

\_\_\_\_\_  
Wesley N.T. Pope

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we, Paul J. Lucas of Mountain View, California, Chris J. Hillery of Vacaville, California, and Wesley N. T. Pope of San Francisco, California hereby sell, assign, and transfer to Liquid Audio, Inc., a California corporation, having a place of business at 2221 Broadway, Redwood City, California 94063, its successors and assigns, the entire right, title, and interest through the world in our invention in:

REMOTE SOFTWARE INSTALLATION AND MAINTENANCE

for which we have made a United States Utility Patent Application, Serial Number 09/645,014, filed on August 23, 2000 and all patent applications and patents of every country for said invention, including divisions, reissues, continuations, and extensions thereof, and all rights of priority resulting from the filing of said applications; we authorize the above-named assignee to apply for patents of foreign countries for said invention, and to claim all rights of priority without further authorization from us; we agree to execute all papers useful in connection with said United States and foreign applications, and generally to do everything possible to aid said assignee, their successors, assigns, and nominees, at their request and expense, in obtaining and enforcing patents for said invention in all countries; and we request the Commissioner for Patents and Trademarks to issue all patents granted for said invention to the above-named assignee, its successors, and assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
day month year

\_\_\_\_\_  
Paul J. Lucas

Executed this 28 day of November, 2000.  
day month year

\_\_\_\_\_  
Chris J. Hillery

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
day month year

\_\_\_\_\_  
Wesley N.T. Pope

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we, Paul J. Lucas of Mountain View, California, Chris J. Hillery of Vacaville, California, and Wesley N. T. Pope of San Francisco, California hereby sell, assign, and transfer to Liquid Audio, Inc., a California corporation, having a place of business at 2221 Broadway, Redwood City, California 94063, its successors and assigns, the entire right, title, and interest through the world in our invention in:

REMOTE SOFTWARE INSTALLATION AND MAINTENANCE

for which we have made a United States Utility Patent Application, Serial Number 09/645,014, filed on August 23, 2000 and all patent applications and patents of every country for said invention, including divisions, reissues, continuations, and extensions thereof, and all rights of priority resulting from the filing of said applications; we authorize the above-named assignee to apply for patents of foreign countries for said invention, and to claim all rights of priority without further authorization from us; we agree to execute all papers useful in connection with said United States and foreign applications, and generally to do everything possible to aid said assignee, their successors, assigns, and nominees, at their request and expense, in obtaining and enforcing patents for said invention in all countries; and we request the Commissioner for Patents and Trademarks to issue all patents granted for said invention to the above-named assignee, its successors, and assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
day month year

\_\_\_\_\_  
Paul J. Lucas

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
day month year

\_\_\_\_\_  
Chris J. Hillery

Executed this 21 day of November, 2000.  
day month year

  
\_\_\_\_\_  
Wesley N. T. Pope

## **Exhibit A to Asset Purchase Agreement**

### **ASSIGNMENT**

**WHEREAS, LIQUID AUDIO**, a Delaware Corporation, (hereinafter referred to as "Assignor") owns all right, title and interest in and to the inventions, patents and patent applications (hereinafter referred to as the "Intellectual Property") identified in Exhibit B attached hereto; and

**WHEREAS, MICROSOFT CORPORATION**, a Washington Corporation, (hereinafter referred to as "Assignee"), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the Intellectual Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns, pursuant to the terms of a concurrently executed Asset Purchase Agreement, its full and exclusive rights in and to the Intellectual Property in the U.S. and every foreign country and its entire right, title, and interest in and to the Intellectual Property and related applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the Intellectual Property, and extensions or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document. Further, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive right to recover all past damages and other potential relief arising from the Intellectual Property assigned by this Agreement, including the full and exclusive right to pursue Civil Action Number 3:02cv3115, filed in US District Court for the Northern District of California (San Francisco), and naming Infosplit, Inc., as defendant.

**ASSIGNOR HEREBY AUTHORIZES** the Assignee to insert in Exhibit B to this assignment document the filing date and application number of any application if the date and number are unavailable at the time this document is executed.

**UPON SAID CONSIDERATION**, Assignor conveys to the Assignee the right to make application in its own behalf for protection of the Intellectual Property in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of any earlier U.S. application (or any other application on the invention) to gain priority with respect to other applications.



IN WITNESS WHEREOF, Assignor has caused one of its officers to hereunder set his hand on the date shown below.

Date Sept. 27, 2002

Gerald W. Kearby CEO  
Title

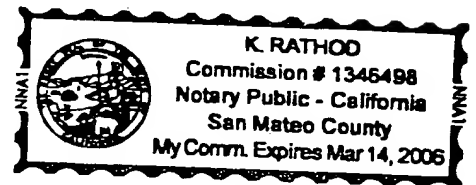
STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF SAN MATEO )

On this 27<sup>th</sup> day of SEPTEMBER, 2002, before me, a Notary Public in and for said county, appeared GERALD KEARBY, who is personally <sup>PROVED</sup> known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/~~she~~ signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

K. Rathod  
Notary Public

{SEAL}

My Commission Expires: 03/14/2006



## **Exhibit B to Asset Purchase Agreement**

### **at Liquid Audio Patents:**

U.S. Patent No. 5,852,800, to Modeste, et al.  
**Title: Method and Apparatus for user Controlled Modulation and Mixing for Digitally Stored Compressed Data**  
**Issued: December 22, 1998**

U.S. Patent No. 6,121,904, to Levine, E.  
**Title: Lossless Data Compression with Low Complexity**  
**Issued: September 19, 2000**

U.S. Patent No. 6,028,541, to Levine, E.  
**Title: Lossless Data Compression with Low Complexity**  
**Issued: February 22, 2000**

U.S. Patent No. 6,118,392, to Levine, E.  
**Title: Lossless Data Compression with Low Complexity**  
**Issued: September 12, 2000**

U.S. Patent No. 6,043,763, to Levine, E.  
**Title: Lossless Data Compression with Low Complexity**  
**Issued: March 28, 2000**

U.S. Patent No. 6,125,348, to Levine, E.  
**Title: Lossless Data Compression with Low Complexity**  
**Issued: September 26, 2000**

U.S. Patent No. 6,330,673, to Levine, E.  
**Title: Robust Watermark Method and Apparatus for Digital Signals**  
**Issued: December 11, 2001**

U.S. Patent No. 6,209,094, to Levine, E., et al.  
**Title: Robust Watermark Method and Apparatus for Digital Signals**  
**Issued: March 27, 2001**

U.S. Patent No. 6,345,100, to Levine, E.  
**Title: Robust Watermark Method and Apparatus for Digital Signals**  
**Issued: February 5, 2002**

U.S. Patent No. 6,320,965, to Levine, E.  
**Title: Secure Watermark Method and Apparatus for Digital Signals**  
**Issued: November 20, 2001**

U.S. Patent No. 6,219,634, to Levine, E.  
**Title: Efficient Watermark Method and Apparatus for Digital Signals**  
**Issued: April 17, 2001**

U.S. Patent No. 6,151,631, to Ansell, et al.  
**Title: Territorial Determination of Remote Computer Location in a Wide Area Network for Conditional Delivery of Digitized Products**  
Issued: November 21, 2000

U.S. Patent No. 6,266,644, to Levine, S.  
**Title: Audio Encoding Apparatus and Methods**  
Issued: July 24, 2001

U.S. Patent No. 6,330,675, to Wiser, et al.  
**Title: System and Method for Secure Transfer of Digital Data to a Local Recordable Storage Medium**  
Issued: December 11, 2001

U.S. Patent No. 6,367,019, to Ansell, et al.  
**Title: Copy Security for Portable Music Players**  
Issued: April 2, 2002

U.S. Patent No. 6,385,596, to Wiser, et al.  
**Title: Secure Online Music Distribution System**  
Issued: May 7, 2002

### **Select Liquid Audio Applications:**

U.S. Serial No. 09/522,061, filed March 9, 2000, by Wiser, et al.  
**Title: Secure Online Music Distribution System**  
Atty Docket P-2110.01

U.S. Application No. 08/966,072, filed July 11, 1997, by Wiser, et al.  
**Title: Digital Audio Signal Filtering Mechanism and Method**  
Atty Docket P-2064

U.S. Application No. 09/289,513, filed April 9, 1999, by Wiser, et al.  
**Title: Secure Online Music Distribution System**  
Atty Docket P-2090

U.S. Serial No. 09/551,260, filed April 18, 2000, by Ansell, et al.  
**Title: Territorial Determination of Remote Computer Location in a Wide Area Network for Conditional Delivery of Digitized Products**  
Atty Docket P-2091.01

U.S. Application No. 09/389,842, filed September 2, 1999, by Levine, E., et al.  
**Title: Server Side Watermark Data Writing Method and Apparatus for Digital Signals**  
Atty Docket P-2100

U.S. Application No. 09/468,279, filed December 20, 1999, by Ansell, et al.  
**Title: Adaptable Security Mechanism for Preventing Unauthorized Access of Digital Data**  
Atty Docket P-2131

U.S. Application No. 09/645,014, filed August 23, 2000, by Lucas, et al.  
**Title: Remote Software Installation and Maintenance**  
Atty Docket P-2138D1

U.S. Application No. 09/645,013, filed August 23, 2000, by Lucas, et al.  
**Title: Remote Software Installation and Maintenance**  
Atty Docket P-2138D2

U.S. Application No. 09/773,256, filed January 30, 2001, by Brownell, et al.  
**Title: Security Mechanism for Computer Processing Modules**  
Atty Docket P-2170

U.S. Provisional Application No. 60/353,581, filed January 30, 2002, by Brownell, et al.  
**Title: Digital Rights Management**  
Atty Docket PR-2219

### **Select Liquid Audio Foreign-Filed Applications:**

EP Application No. EP20000921844, filed April 7, 2000, naming Wiser, Cherenon, Ansell, and Cannon  
**Title: Secure Online Music Distribution System**  
Atty Docket P-2090-EP

Japanese Application No. 2000-611,258, filed November 2, 2001, naming Wiser, et al.  
**Title: Secure Online Music Distribution System**  
Atty Docket P-2090-JP

EP Application No. EP19990953187, filed October 15, 1999, naming Ansell and Cherenon  
**Title: Territorial Determination of Remote Computer Location in A Wide Area Network for Conditional Delivery of Digitized Products**  
Atty Docket P-2091-EP

Japanese Application No. 2000-576,334, filed October 15, 1999, naming Ansell, et al.  
**Title: Territorial Determination of Remote Computer Location in A Wide Area Network for Conditional Delivery of Digitized Products**  
Atty Docket P-2091-JP

PCT Application No. WO2000US08118, filed March 24, 2000, naming Ansell, Cherenon, Paley, Katz, Kelsey, and Schneier  
**Title: Copy Security for Portable Music Players**  
Atty Docket P-2098-PCT

EP Application No. EP20000918450, filed March 24, 2000, naming Ansell, Cherenon, Paley, Katz, Kelsey, and Schneier  
**Title: Copy Security for Portable Music Players**  
Atty Docket P-2098-EP

Japanese Application No. 2000-608,380, filed , naming Ansell, et al.

**Title: Copy Security for Portable Music Players**

Atty Docket P-2098-JP

PCT Application No. WO2000US28205, filed October 11, 2000, naming Ansell, et al.

**Title: Adaptable Security Mechanism for Preventing Unauthorized Access of Digital Data**

Atty Docket P-2131-PCT

Japanese Application No. 2001-547,236, filed June 20, 2002, naming Ansell, et al.

**Title: Adaptable Security Mechanism for Preventing Unauthorized Access of Digital Data**

Atty Docket P-2131-JP

EP Application No. EP20000976565, filed October 11, 2000, naming Ansell, et al.

**Title: Adaptable Security Mechanism for Preventing Unauthorized Access of Digital Data**

Atty Docket P-2131-EP

PCT Application No. WO2002US01746, filed January 22, 2002, naming Brownell, et al.

**Title: Security Mechanism for Computer Processing Modules**

Atty Docket P-2170-PCT

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**Group Art Unit: 2124**

**Examiner: John Chavis**

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**APR 01 2003**

**Technology Center 2100**

Assistant Commissioner for Patents  
Washington, DC 20231

Sir:

**ASSOCIATE POWER OF ATTORNEY**

The undersigned, of the firm WOODCOCK WASHBURN LLP, One Liberty Place - 46th Floor, Philadelphia, Pennsylvania 19103, Attorney(s) and/or Agents for Applicant(s), hereby appoints the following:

Richard E. Kurtz  
Dale M. Heist  
John W. Caldwell  
Gary H. Levin  
Dianne B. Elderkin  
John P. Donohue, Jr.  
Henrik D. Parker  
Suzanne E. Miller  
Lynn B. Morreale  
Joseph Lucci  
Michael P. Dunnam  
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Michael J. Swope  
Michael J. Bonella  
Harold H. Fullmer  
John E. McGlynn

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Registration No. 28,937  
Registration No. 28,734  
Registration No. 28,598  
Registration No. 29,916  
Registration No. 31,863  
Registration No. 32,279  
Registration No. 32,842  
Registration No. 33,307  
Registration No. 32,611  
Registration No. 34,734  
Registration No. 34,664  
Registration No. 35,057  
Registration No. 38,250  
Registration No. 35,871  
Registration No. 35,099  
Registration No. 38,788  
Registration No. 37,711  
Registration No. 36,252  
Registration No. 38,515  
Registration No. 42,248  
Registration No. 16,574  
Registration No. 24,196  
Registration No. 38,041  
Registration No. 41,628  
Registration No. 42,560  
Registration No. 42,863

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John A. Harrelson, Jr.  
Joseph Milowic, III  
Kenneth R. Eiferman

Registration No. 40,861  
Registration No. 44,273  
Registration No. 44,104  
Registration No. 37,189  
Registration No. 46,261  
Registration No. 42,431  
Registration No. 41,100  
Registration No. 42,392  
Registration No. 43,243  
Registration No. 43,963  
Registration No. 39,495  
Registration No. 47,038  
Registration No. 46,528  
Registration No. 46,905  
Registration No. 43,966  
Registration No. 48,491  
Registration No. 43,887  
Registration No. 48,481  
Registration No. 50,993  
Registration No. 49,049  
Registration No. 48,444  
Registration No. 46,221  
Registration No. 48,666  
Registration No. 46,897  
Registration No. 38,369  
Registration No. 42,637  
Registration No. 52,034  
Registration No. 51,647

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Registration No. 51,531  
Registration No. 45,898  
Registration No. 45,269  
Registration No. 40,176  
Registration No. 36,697  
Registration No. 47,042  
Registration No. 46,018  
Registration No. 41,303

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Registration No. 47,875  
Registration No. 50,800  
Registration No. 47,835  
Registration No. 42,751  
Registration No. 45,873  
Registration No. 47,930  
Registration No. 44,141  
Registration No. 52,911

his/her associates with full power to prosecute the above-identified application and to transact all business in the Patent Office connected therewith and requests that correspondence continue to be directed to the firm of WOODCOCK WASHBURN LLP at the above address.

Date:

March 27, 2003

  
Steven J. Rocci  
Registration No. 30,489

Woodcock Washburn LLP  
One Liberty Place - 46th Floor  
Philadelphia PA 19103  
Telephone: (215) 568-3100  
Facsimile: (215) 568-3439